

REMARKS

Claims 6-18 and 26-32 are pending in the application.

Applicant added new Claims 26-32. Applicant amended Claims 6-11, 13-14, and 17-18. Applicant cancelled Claims 19-25 without waiver of the subject matter described therein. Applicant reserves the right to submit the cancelled claims in this or a later filed patent application. No new matter was added to the application.

CLAIM REJECTIONS UNDER 35 USC § 103

The most recent Office Action, on page 2, rejected Claims 6-25 under 35 USC § 103(a) as being unpatentable over the combination of U.S. Patent No. 6,826,690 to Hind et al., (hereinafter "Hind"), as modified by U.S. Patent No. 6,453,369 to Imamura et al., (hereinafter "Imamura").

Claim 6

Applicant respectfully submits that Hind as modified by Imamura fails to teach or suggest each and every limitation of Claim 6.

As an example, Claim 6 recites "a processor in communication with the memory and the receiver, the processor configured to store the first program in a first portion of the memory", "the processor configured to store a first communication address in association with the first program, wherein the first communication address corresponds to the first network location from which the first program is received," "the processor further configured to store a second program in a second portion of the memory," "the processor further configured to store a second communication address in association with the second program, wherein the second communication address corresponds to the second network location from which the second program is received," and "the processor configured to store second program data in a third portion of the memory, wherein the third

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portion of memory is assigned to the second program," which Hind and Imamura, either alone or in combination, fail to teach or suggest.

The Advisory Action asserts that "the storage devices" described in Imamura, "are interpreted as the equivalent of the first and second programs of the claims." In contrast to the assertions of the Advisory Action, Imamura, col. 5, lines 13-25 describes "When a magneto-optical disk in which the device identifier is recorded is inserted into a specific storage device, data reading/writing control is provided in accordance with the relationship between the device identifier of the storage device and the device identifier recorded in the medium.... In other words, [] a storage device whose device identifier differs from that recorded in a medium inhibits the reading/writing of data from/to the medium...."

Imamura, col 5, lines 44-49, describes that "When ... storage device 1 receives a security setup command or a format command, the security level of which has been set, the disk control [of the storage device] writes (records) the device identifier of the storage device in a pre-designated security area on the loaded medium."

Later, when the medium is inserted into the storage device 1, as described in Imamura, col. 5, lines 60-67, "a check is performed to determine whether the security area is in the initial state." Imamura, col. 6, lines 6-11, describes that "If, at step S105, the device identifier has been recorded in the security level, ... at step S106, the device identifier recorded on the medium is compared with the identifier of the storage device 1 in which the medium is currently loaded to determine whether the two device identifiers match." Accordingly, Imamura describes a system that only permits the storage device that initially writes the device identifier onto the medium to access the data stored on the medium.

Thus, the proposed modification of Hind with Imamura would only permit access to the memory by the program that wrote the data into the memory. In sharp contrast, Claim 6 recites that the processor is "further configured to permit the first program to access the second program data associated with the second program" "in response to determination that first communication address

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associated with the first program matches the second communication address associated with the second program."

Accordingly, the combination of Hind and Imamura, either alone or in combination, fails to establish a *prima facie* case for obviousness of Claim 6 and the claims dependent thereupon. Accordingly, Applicant requests withdrawal of the rejections of Claim 6 and the claims dependent thereupon.

Claim 14

As discussed in the telephonic interview, the combination of Hind modified by Imamura fails to teach or suggest each and every limitation of Claim 14.

For example, the recited combination fails to teach or suggest the limitations of "in response to the determination of whether the first provider identifier matches the second provider identifier, the processor selecting to grant the request of the first program to access the second program data based upon determination that the first provider identifier matches the second provider identifier, and to reject the request of the first program to access the second program data based upon determination that the first provider identifier mismatches the second provider identifier," which Hind modified by Imamura fails to teach or suggest.

Instead, as discussed above, Imamura describes that only the storage device that initially writes the device identifier onto the medium may access the data stored on the medium. Thus, Hind modified by Imamura would not permit the processor "to grant the request of the first program to access the second program data based upon determination that the first provider identifier matches the second provider identifier," as recited by Claim 14.

Accordingly, the combination of Hind and Imamura, either alone or in combination, fails to establish a *prima facie* case for obviousness of Claim 14 and the claims dependent thereupon. Accordingly, Applicant requests withdrawal of the rejections of Claim 14 and the claims dependent thereupon.

Claim 26

Applicant respectfully submits that Hind modified by Imamura fails to teach or suggest each and every limitation of Claim 26.

For example, Claim 26 recites "instructions to select to provide the second program data to the first program based upon determination that the first communication address matches the second communication address, and to reject the request to allow the first program to access the second program data based upon determination that the first communication address mismatches the second communication address," which Hind and Imamura, either alone or combined, fail to teach or suggest.

CONCLUSION

Applicant believes the application to be in condition for allowance, which Applicant earnestly requests. Applicant invites the Examiner to contact the undersigned attorney for the Applicant via telephone if such communication would expedite examination or allowance of this application.

Respectfully submitted,

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